

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PUEBLO OF POJOAQUE AND SANTA FE COUNTY FOR
EMERGENCY FIRE SUPPRESSION SERVICES
ON TRIBAL LANDS**

This Memorandum of Understanding (hereinafter referred to as "MOU" or "Agreement") is made this 15th day of December, 2010, by and between the Pueblo of Pojoaque ("Pueblo") and Santa Fe County, New Mexico (hereinafter referred to as "the County"), a political subdivision of the State of New Mexico.

WHEREAS, the Pueblo of Pojoaque (hereinafter referred to as "the Pueblo") is a federally recognized self-governing sovereign Indian tribe, located within the boundaries of Santa Fe County, New Mexico;

WHEREAS, the Pueblo desires that the County provide the Pueblo with emergency fire suppression services;

WHEREAS, the County and the Pueblo desire to enter into an agreement for emergency fire suppression services; and

WHEREAS, the County and the Pueblo, recognizing the sovereign rights of the County and the Pueblo, and in a spirit of cooperation, have engaged in good faith negotiations and have mutually agreed to the terms set forward herein.

NOW THEREFORE BE IT RESOLVED THAT the signatories to this Memorandum of Understanding mutually agree as follows:

I. TERMS AND CONDITIONS.

A. This MOU establishes terms for providing emergency fire suppression services by the County to the Pueblo within Santa Fe County boundaries.

B. Nothing in this Agreement shall be construed as either an expansion or a limitation of the respective jurisdictional authority of any signatory to this MOU. The parties agree that all applicable County, State, Tribal and Federal laws regarding jurisdictional matters remain unchanged by this MOU.

C. This MOU recognizes the importance of continued cooperation between the Pueblo and the County and their respective agencies involved in protecting the safety, health, and welfare of humans for the overall improvement of community safety, within the overlapping jurisdictions of the County and the Pueblo.

D. Subject to the availability of personnel and equipment, the County Fire Department will render emergency fire suppression services to the Pueblo in accordance with this MOU.

E. The Pueblo agrees to grant the County unrestricted access to the Pueblo lands so that the County Fire Department can respond to emergency fire situations.

F. For the benefit of residents, especially in regard to the availability and cost of property insurance, if the Pueblo operates or maintains a community water system including water tanks, water lines, water pumps or other similar infrastructure, the Pueblo agrees to provide access to its water well information to ISO Claims Services, Inc. ("ISO"), a foreign corporation registered to do business in New Mexico, as needed for audit purposes, provided that ISO executes a non-disclosure form acceptable to the Pueblo. By executing this Agreement, the Pueblo is not obligated to provide access to such information to the County.

II. SCOPE.

A. The County and the Pueblo do hereby waive against each other all claims or compensation for any loss, damage, personal injury, or death occurring in consequences of the performance of this Agreement.

B. Any service performed in accordance with this Agreement by any officer, employee (volunteer or career), of the County Fire Department constitutes service rendered in the line of duty in office, employment, or volunteer service.

C. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

1. In recognition of the County Fire Department's responsibility to assure emergency fire suppression services, including equipment and personnel furnished pursuant to this Agreement, the Pueblo agrees to exercise reasonable care in protecting the County Fire Department's equipment, personnel, and personal equipment.
2. Notwithstanding any provision to the contrary herein, the officer in charge of the County Fire Department may withdraw any and all equipment, apparatus or personnel at any time that officer deems circumstances to be such that personnel, apparatus or equipment is subject to unnecessary risks.

D. The liability of the County shall be subject in all cases to common law principles of sovereign immunity and the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 *et seq.*, and any amendments thereto.

E. This Agreement in no way affects other tribal lands or any formal or informal agreements between or relating to the County and the Pueblo for fire protection, emergency medical services and primary or secondary law enforcement services.

III. MISCELLANEOUS.

A. Terms and Termination. This MOU shall have a term of five (5) years, but shall automatically renew for subsequent one-year terms indefinitely unless terminated sooner upon thirty (30) days written notice to the other party.

B. Dispute Resolution. In the event that a dispute arises between the County and the Pueblo over the interpretation of and performance under this MOU, the parties shall make every effort to timely resolve the dispute upon receipt of written notice of the disputed matter. Nothing in this MOU can or does, or shall be deemed or interpreted to waive the sovereign immunity of the Pueblo or the County, or to confer jurisdiction on the State of New Mexico over Nambe Pueblo.

C. Amendment. The parties may amend the Agreement from time to time, but any amendment shall be in writing, executed by all parties.

D. Effective Date. This MOU becomes effective upon the signing by all parties below.

E. Continuing Negotiations. The parties hereto agree to continue negotiations with a goal to achieving agreement to be documented in future MOUs concerning fire protection for tribal enterprises (such as the Buffalo Thunder Resort and the Cities of Gold Casino) and EMS services within the boundaries of the Pueblo.

PUEBLO OF POJOAQUE

Date: 12.15.10

Governor

**SANTA FE COUNTY BOARD
OF COUNTY COMMISSIONERS**

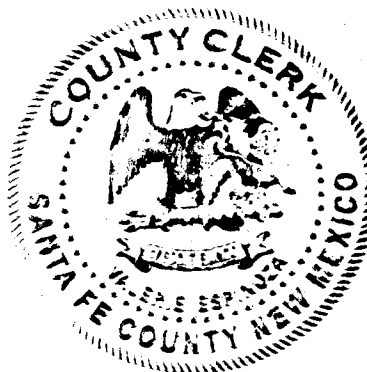
Harry Montoya
Chairman

Date: 12-15-10


ATTEST:

Valerie Espinoza
Santa Fe County Clerk

Date: 12/15/10



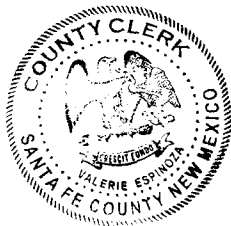
APPROVED AS TO FORM:



Stephen C. Ross
Santa Fe County Attorney

Date: 10-13-10

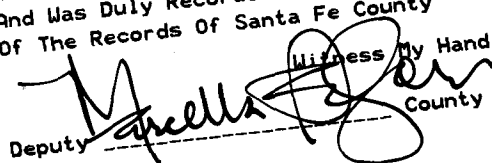
SFC CLERK RECORDED 12/15/2010



MEMORANDUM OF UNDERSTANDING
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COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument Was Filed for
Record On The 16TH Day Of December, 2010 at 08:49:44 AM
And Was Duly Recorded as Instrument # 1620367
Of The Records Of Santa Fe County

Deputy  Witness By Hand And Seal Of Office
Valerie Espinoza
County Clerk, Santa Fe, NM